

**CLERMONT COUNTY TRANSPORTATION IMPROVEMENT DISTRICT
SURVEYING TASK ORDER SERVICES
CONSULTANT AGREEMENT**

2009 - ____

This Agreement is entered into effective as of the ____ day of June, 2009 (the "Effective Date") between the Clermont County Transportation Improvement District ("CCTID") and _____ ("Consultant") (the "Agreement").

RECITALS

WHEREAS, the CCTID, pursuant to §5540.03 of the Ohio Revised Code, is granted the authority to employ consultants as they may consider necessary and appropriate to assist in the development and implementation of its projects;

WHEREAS, the CCTID has determined that it is necessary and beneficial to the CCTID, the County of Clermont, Ohio ("County"), the Clermont County Engineer ("CCEO") and the Townships of Miami and Union, Clermont County Ohio ("Townships") to retain the services of Consultant to assist with Surveying Task Order Services and related activities for identified project areas within the CCTID RTIP ("Project");

WHEREAS, Consultant has demonstrated the requisite expertise and is in the business of performing such consulting work; and

WHEREAS, consultant desires to perform such consulting services for and at the direction of the CCTID.

NOW THEREFORE, the parties to this Agreement, in consideration of the mutual agreements, covenants and stipulations set out herein, agree as follows:

Section One. SERVICES

Consultant agrees to provide services to assist the CCTID as set forth and according to Attachment A, the "Surveying Task Order Services," which is incorporated herein and made part of this Agreement (the "Services").

Section Two. TERM

This Agreement shall take effect beginning on the Effective Date, and shall continue until _____, _____ and until the Services are completed to the satisfaction of the CCTID, subject to modification upon such terms and conditions as mutually agreed upon by the parties.

Section Three. COMPENSATION

Compensation for performance of the Services under this Agreement shall be based on actual costs with the maximum compensation under this agreement not to exceed _____ Dollars (\$.00), unless otherwise authorized in writing by the CCTID.

Section Four. OWNERSHIP

For the purposes of this Agreement, “work or work product” includes, but is not limited to, any work developed or produced during the performance of this Agreement by the Consultant or the Consultant’s employees, independent contractors, agents or Subconsultants, whether individually or jointly with the CCTID. The Consultant expressly acknowledges that all right, title and interest to all work or work product developed or produced under this Agreement and all copies thereof are the sole property of the CCTID. All work or work product may be used by the CCTID in whole or in part or in a modified form for such purposes as it deems advisable, without further employment or payment of additional compensation to Consultant or its Subconsultants. The Consultant may retain copies of work or work product for information and reference only.

Section Five. TERMINATION

This Agreement terminates per its term in Section 2. above, however, the CCTID, at its option, may terminate this Agreement, for any reason, or for no reason, by giving written notice to Consultant of such termination and specifying the effective date thereof.

Section Six. CONFLICT OF INTEREST

a. This Agreement does not preclude or restrict the Consultant from contracting for Services with parties other than the CCTID, the County, or the Townships, provided that the other contractual Services shall not be permitted to impede the Consultant’s ability to timely perform the Services required under this Agreement. The Consultant warrants that at the time of entering into this Agreement it has no interest in any contract that would impede its ability to professionally and independently perform the Services under this Agreement.

b. The Consultant further warrants that it is aware of no improper personal financial or other beneficial interest on the part of any member of the CCTID, its employees or officers, or any employee or officer of the CCTID, of the County, or of the Townships involved in the development of the specifications, the negotiation, or the performance of this Agreement. The Consultant has no knowledge of any situation that would constitute a conflict of interest. It is understood that a conflict of interest occurs when an employee or officer will gain financially or receive personal benefit or favors as a result of procuring, signing, negotiation or implementation of this Agreement.

c. The Consultant will report the discovery of any potential conflict of interest to the CCTID. Should a conflict of interest be discovered during the term of this Agreement, the CCTID may exercise any right it may have under the Agreement including termination

Section Seven. INDEMNIFICATION

The Consultant shall save, protect, defend, indemnify and hold harmless the CCTID, the County, the Townships, and their respective boards, chairmen, trustees, members, officers, employees, agents and volunteers from and against any and all liabilities, losses, penalties, damages, settlements, or costs of every kind and character, to the extent they arise out of or in connection with the wrongful or negligent acts, errors or omissions of the Consultant, its employees, officers, agents, subconsultants or independent contractors, that are related either directly or indirectly to the performance of Services and work under this Agreement. The Consultant agrees to pay all damages, costs and expenses of the CCTID, the County, the Townships, and their respective boards, chairmen, trustees, members, officers, employees, agents and volunteers in defending any action arising out of the aforementioned wrongful or negligent acts, errors or omissions. The parties expressly agree that this provision shall survive the termination or expiration of this Agreement.

Section Eight. INSURANCE

a. It shall be the responsibility of the Consultant to protect itself, its employees and agents, and the CCTID, the County, the Townships, and their respective boards, chairmen, trustees, members, officers, employees, agents and volunteers from any and all liability claims that may arise from operations carried out in the performance of this Agreement, due to the negligent or wrongful acts, errors or omissions of the Consultant, its employees, officers, agents or independent contractors.

b. During the term of this Agreement, the Consultant will provide, pay for and maintain in full force and effect the insurance coverages and terms and conditions satisfactory to the CCTID.

Section Nine. NO EMPLOYEE/EMPLOYER RELATIONSHIP

The parties acknowledge and agree that this Agreement does not create an employee/employer relationship and that no such relationship exists between the parties.

Section Ten. NO THIRD PARTY BENEFICIARY

The parties acknowledge and agree that this Agreement is not intended to, nor does it, create rights in any third parties to the Agreement.

Section Eleven. GOVERNING LAW AND COMPLIANCE

The laws of the State of Ohio shall govern this Agreement and the performance of this Agreement and the Consultant agrees and the Consultant certifies that it (and all Subconsultants who will provide direct or indirect Services under this Agreement) will comply with all requirements of the Agreement and all applicable state and federal laws and regulations, including its ongoing compliance with any and all applicable Ohio Campaign Finance laws, including but not limited to all applicable sections of Ohio Revised Code and related restrictions

and disclosures, or any other applicable rules and regulations in performing its Services hereunder. The Consultant accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the Services by the Consultant's employees, if any.

Section Twelve. NOTICE

All notices provided for in this Agreement shall be given in writing and shall be deemed received by the addressee on the third day after delivery by a recognized at the following addresses, or on the day delivered, if personally delivered, or on the day faxed, if the noticing party has confirmation of receipt:

If to CCTID: Clermont County Transportation Improvement District
 c/o A. Steven Wharton, Secretary-Treasurer
 175 E. Main Street - Suite 150
 Batavia, Ohio 45103
 Phone: 513-289-9051

If to Consultant:

Section Thirteen. MODIFICATION OF AGREEMENT

The parties may by mutual consent modify or rescind the terms of this Agreement. Any such modification or rescission shall not be effective unless in writing and signed by the parties hereto.

Section Fourteen. GOVERNING LAW

The parties acknowledge and agree that this Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. The parties further acknowledge and agree that any legal action brought pursuant to the Agreement will be filed in the courts located in Clermont County, Ohio, and Ohio law will apply.

Section Fifteen. INTEGRATION

This instrument and its attachment(s) embody the entire Agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or contracts, either written or oral, between the parties to this Agreement.

Section Sixteen. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, is held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Instead, each and every term and provision of this Agreement not held invalid or unenforceable shall be valid and enforced to the fullest extent permitted by law.

Section Seventeen. WAIVER

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

Section Eighteen. SURVIVAL OF TERMS

In addition to any provisions that may expressly provide for survival following expiration or termination of this Agreement, those provisions of the Agreement which by their very nature are incapable of being performed or enforced prior to expiration or termination of this Agreement or which suggest at least partial performance or enforcement following such expiration or termination, shall survive any such expiration or termination of this Agreement or an individual Schedule.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date above.

CCTID:

CONSULTANT:

By: _____
A. Steven Wharton, Secretary-Treasurer

By: _____